

U.S. GOVERNMENT PRINTING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

FCC Records

as requisitioned from the U.S. Government Printing Office (GPO) by the
Federal Communications Commission

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning Date of Award and ending February 28, 2010, plus up to four (4) optional 12-month extension period(s) that may be added in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in SECTION 1 of this contract.

BID OPENING: Bids shall be publicly opened at 11:00 a.m., prevailing Washington, DC time, on April 3, 2009.

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Printing Office, Bid Section, Room C-161, Stop: PPSB, 36 H Street, NW, Washington, DC 20401. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, Fax No. (202) 512-1782. The program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised June 2001.

PRODUCTION AREA: It is assumed that all production facilities used in the manufacture of the product ordered under this contract will be located within a 125-mile radius of zero milestone Washington, DC.

Any bidder intending to use production facilities outside this area should furnish information with the bid which will, on its face, demonstrate ability to meet the schedule requirements. The determination by the Government of the acceptability of this information in no way relieves the successful bidder of the responsibility for compliance with these schedule requirements.

BIDDERS, PLEASE NOTE: These specifications have been extensively revised; therefore, all bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding.

Abstracts of contract prices are available at <http://winapps.access.gpo.gov/ppd/abstracts/central/default.asp>.

For information of a technical nature, call Jamie Fowler at (202) 512-0307. (No collect calls.)

SECTION 1.- GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. 8-02)).

GPO Contract Terms (GPO Publication 310.2) – <http://www.gpo.gov/printforms/pdf/terms.pdf>.

GPO QATAP (GPO Publication 310.1) – <http://www.gpo.gov/printforms/pdf/qatap.pdf>.

DISPUTES: GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at <http://www.gpo.gov/printforms/pdf/contractdisputes.pdf>. This June 2008 clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

QUALITY ASSURANCE LEVELS AND STANDARDS: The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing (page related) Attributes – Level IV.
- (b) Finishing (item related) Attributes – Level IV.

Inspection Levels (from ANSI/ASQC Z1.4):

- (a) Non-destructive Tests – General Inspection Level I.
- (b) Destructive Tests – Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Camera Copy
P-9. Solid and Screen Tint Color Match	Pantone Matching System

OPTION TO EXTEND THE TERM OF THE CONTRACT: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five (5) years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the “EXTENSION OF CONTRACT TERM” clause. See also “ECONOMIC PRICE ADJUSTMENT” for authorized pricing adjustment(s).

EXTENSION OF CONTRACT TERM: At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ECONOMIC PRICE ADJUSTMENT: The pricing under this contract shall be adjusted in accordance with this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from Date of Award to February 28, 2010, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted "Consumer Price Index For All Urban Consumers - Commodities Less Food" (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending November 30, 2008, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

PREAWARD SURVEY: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct an on-site preaward survey at the contractor's/subcontractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual print order for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award through February 28, 2010, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued", for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "ORDERING." The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "ORDERING" clause of this contract.

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the production of separate-covered, perfect-bound books requiring such operations as printing, binding, packing, and distribution.

TITLE: FCC Records.

FREQUENCY OF ORDERS: Approximately 25 to 30 orders per year.

QUANTITY: Approximately 500 to 1,000 copies per order.

NUMBER OF PAGES: Approximately 500 to 1,100 pages per order. (An occasional order may require as few as 200 pages per order.)

TRIM SIZE: 8-1/2 x 11".

GOVERNMENT TO FURNISH: Camera copy to be reproduced at various focuses.

One reproduction proof, Form 905 (R. 6/03), with labeling and marking specifications.

A supply of blue labels and selection certificates for shipping Departmental Random copies.

Identification markings such as register marks, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on copy, must not print on finished product.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "GOVERNMENT TO FURNISH," necessary to produce the product(s) in accordance with these specifications.

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12", dated February 1, 2008.

Government Paper Specification Standards No. 12 – http://www.gpo.gov/acquisition/paperspecs_vol12.htm.

All text paper used in each copy must be of a uniform shade.

All cover paper must have the grain parallel to the spine.

Text – White Offset Book, basis weight: 50 lbs. per 500 sheets, 25 x 38", equal to JCP Code A60.

Cover – White Vellum-Finish Cover, basis weight: 65 lbs. per 500 sheets, 20 x 26", equal to JCP Code L20.

PRINTING:

Text – Print text head-to-head in black ink.

Cover – Print Covers 1 and 4 head-to-head in exact match of Pantone 208U. Covers print full reverse. Backstrip prints in same color as cover.

MARGINS: Head 1/2"; bind 1/2", unless otherwise specified.

Cover pages bleed top, bottom, and outside.

BINDING: Perfect-bind text and wraparound cover; trim three sides.

PACKING:

Bulk Shipments –

Pack in shipping containers.

Pallets are required for shipments to the U.S. Government Printing Office.

Mailed Shipments (GPO Subscription Copies Only) –

Insert each copy into individual mailing container.

Individual mailing containers must be constructed as follows: Top flaps when folded over inside tucks should meet flush or have a gap of no more than one inch between them. Top flaps should not overlap. Gummed reinforced tape should be three (3) inches wide and must completely cover the edges of both of the top flaps and extend around both ends of the mailing container. Containers must hold publications snugly to avoid internal movement and damage to the publication. When required, containers must be packed snugly in shipping containers to avoid damage.

LABELING AND MARKING:

Bulk Shipments –

Reproduce shipping container label from furnished repro, fill in appropriate blanks, and attach to shipping containers.

Mailed Shipments (GPO Subscription Copies Only) –

Affix GPO-furnished recipient address label to individual mailing container and/or shipping container. The contractor must print the title (including the volume and part numbers, if applicable) and the SUB designation (as specified on the distribution list) on the spine of individual mailing container and/or shipping container.

DEPARTMENTAL RANDOM COPIES (BLUE LABEL): All orders must be divided into equal sublots in accordance with the chart below. A random copy must be selected from each subplot. Do not choose copies from the same general area in each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed.

<u>Books</u>		<u>Forms</u>	
<u>Quantity</u> <u>Ordered</u>	<u>Number of</u> <u>Sublots</u>	<u>Quantity</u> <u>Ordered</u>	<u>Number of</u> <u>Sublots</u>
500 - 3,200	50	12,000 - 35,000	125
3,201 - 10,000	80	35,001 and over	200
10,001 - 35,000	125		
35,001 and over	200		

These randomly selected copies must be packed separately and identified by a special Government-furnished blue label, affixed to each affected container. The container and its contents shall be recorded separately on all shipping documents and sent in accordance to: Federal Communications Commission (FCC) Warehouse, 9300 East Hampton Drive, Capitol Heights, MD 20743.

A copy of the print order/specification and a signed Government-furnished certificate of selection must be included.

A copy of the Government-furnished certificate must accompany the invoice sent to U.S. Government Printing Office, Financial Management Service, for payment. Failure to furnish the certificate may result in delay in processing the invoice.

QUALITY ASSURANCE RANDOM COPIES: In addition to the Departmental Random Copies (Blue Label), the contractor may be required to submit quality assurance random copies to test for compliance against the specifications. The print order will indicate the number required, if any. When ordered, the contractor must divide the entire order into equal sublots and select a copy from a different general area of each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. Copies will be paid for at the running rate offered in the contractor's bid and their cost will not be a consideration for award.

Business Reply Mail labels will be furnished for mailing the quality assurance random copies. The copies are to be mailed at the same time as the first scheduled shipment. A copy of the print order must be included.

A U.S. Postal Service approved Certificate of Mailing, identified by Program, Jacket, and Print Order numbers must be furnished with billing as evidence of mailing.

DISTRIBUTION:

Ordering Agency Distribution –

Deliver f.o.b. destination approximately 110 agency copies to: Federal Communications Commission (FCC) Warehouse, 9300 East Hampton Drive, Capitol Heights, MD 20743.

Deliveries to the Federal Communications Commission (FCC) Warehouse, 9300 East Hampton Drive, Capitol Heights, MD 20743 must be made between the hours of 9:00 a.m. and 4:00 p.m. (local time). The receiving section has a maximum length clearance of 30 feet.

GPO Distribution –

Deliver f.o.b. destination, a total of approximately 450 copies (file and depository), to approximately two (2) addresses within the commercial zone of Washington, DC. (Inside delivery to room number(s) specified may be required.)

Mail f.o.b. contractor's city approximately 175 "subscription" copies nationwide – *reimbursable*.

Complete addresses and quantities will be furnished with each print order.

When "subscription" copies are ordered, the contractor will be required to mail approximately 175 copies per order for Information Dissemination (Superintendent of Documents). The contractor must apply the appropriate postage to these "subscription" copies which may require mailing of single and multiple copies to both domestic and foreign destinations. The contractor will be reimbursed for the postage to mail these "subscription" copies by submitting a properly completed postal service certificate of mailing with billing invoice. The postage for these "subscription" copies must be separated from other mailings; the postage must be separately accounted for, have a separate postal receipt, and be listed as a separate item on the invoice for reimbursement. Failure to distribute "subscription" copies according to these instructions and furnish proper proof thereof may result in non-reimbursement of the postage expense.

The total number of "subscription" copies ordered may exceed the number of copies requiring mail distribution. Any residual "subscription" copies ("subscription" quantity remaining after mail fulfillment) shall be shipped f.o.b. contractor's city by suitable means to a single address in the Washington, DC area. Contractors outside the Washington, DC commercial zone may be reimbursed for any shipping costs incurred by submitting a properly completed commercial shipping (including mailing) receipt with billing invoice.

The postage class and other mail requirements for "subscription" copies will be furnished with the mailing labels. The contractor shall call the Superintendent of Documents at (202) 512-2010, ext. 30243 (vdirect-ship@gpo.gov) for the "subscription" distribution addresses/labels and the postage class and other mail requirements, prior to the scheduled due date if this information is not otherwise furnished.

All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for "Domestic Mail" or "International Mail", as applicable.

Upon completion of each order, all furnished material must be returned to: Federal Communications Commission (FCC) Warehouse, Attn: Toby Brown, 9300 East Hampton Drive, Capitol Heights, MD 20743.

All expenses incidental to picking up and returning materials and furnishing sample copies must be borne by the contractor.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

Furnished material must be picked up from and delivered to: Federal Communications Commission (FCC) Warehouse, Attn: Toby Brown, 9300 East Hampton Drive, Capitol Heights, MD 20743.

No definite schedule for pickup of material can be predetermined.

The following schedule begins the workday after notification of the availability of print order and furnished material; the workday after notification will be the first workday of the schedule.

Contractor must make complete production and delivery to all destinations within ten (10) workdays.

The ship/deliver date indicated on the print order is the date products ordered for delivery f.o.b. destination must be delivered to the destination(s) specified and all shipments mailed f.o.b. contractor's city must be delivered to the U.S. Postal Service.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

Upon completion of each order, the contractor is to notify the U.S. Government Printing Office of the date of shipment (or delivery, if applicable). Call (202) 512-0516 or 0517; callers outside the Washington, DC area may call toll free 1-800-424-9470 or 9471.

SECTION 3.- DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "SCHEDULE OF PRICES" to the following units of production which are the estimated requirements to produce one year's production under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

The following item designations correspond to those listed in the "SCHEDULE OF PRICES."

	(1)	(2)
I. (a)	30	220
(b)	24,100	176,430
II. (a)	2,000	
(b)	5,250	

THIS PAGE IS INTENTIONALLY BLANK.

SECTION 4.- SCHEDULE OF PRICES

Bids offered are f.o.b. contractor's city for all mailed shipments and f.o.b. destination for all other shipments.

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids may be declared non-responsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared non-responsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the DETERMINATION OF AWARD) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All invoices submitted to the GPO shall be based on the most economical method of production.

Fractional parts of 100 will be prorated at the per-100 rate.

A charge will be allowed for each page, whether printed or blank.

Unless otherwise specified, no more than three blank pages shall be permitted at the end of the text.

I. PRINTING AND BINDING: Prices offered shall include the cost of all required materials and operations necessary for the complete printing and binding of the product listed in accordance with these specifications.

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 100 Copies</u> (2)
(a) Cover per complete cover.....	\$ _____	\$ _____
(b) Text..... per page.....	\$ _____	\$ _____

II. PACKING AND DISTRIBUTION: Prices offered must be all-inclusive, as applicable, and must include the cost of packing; shipping/mailling containers; pallets; all necessary wrapping and packing materials; labeling or marking; and complete distribution, in accordance with these specifications.

(a) Packing and sealing shipping containers.....	per container	\$ _____
(b) Individual mailing containers.....	per container	\$ _____

(Initials)

My production facilities are located within the assumed area of productionyes _____no _____

NOTICE: Bidders OUTSIDE the assumed production area specified on page one of these specifications should complete the following information.

1. Proposed carrier(s) for pickup of Government Furnished Material _____
 - a. Number of hours from acceptance of print order to pickup of Government Furnished Material..... _____
 - b. Number of hours from pickup of Government Furnished Material to delivery at contractor's plant..... _____
2. Proposed carrier(s) for delivery of completed product _____
 - a. Number of hours from notification to carrier to pickup of completed product..... _____
 - b. Number of hours from pickup of completed product to delivery at destination _____

INSTRUCTIONS FOR BID SUBMISSION: Fill out "SECTION 4.-SCHEDULE OF PRICES," initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the "SCHEDULE OF PRICES" with two copies of the GPO Form 910 "BID" form. Do not enter bid prices on GPO Form 910; prices entered in the "SCHEDULE OF PRICES" will prevail.

Bidder _____

(City - State)

By _____

(Signature and title of person authorized to sign this bid)

(Person to be contacted)

(Telephone Number)